

FISHER COUNTY  
P. O. BOX 306  
ROBY, TEXAS 79543

325-776-2151 OFFICE • 325-776-2815 FAX

Marshal Bennett, County Judge

Gordon Pippin, Comm. Pct #1  
Billy Henderson, Comm. Pct #2  
Preston Martin, Comm. Pct #3  
Scott Feagan, Comm. Pct #4

February 03, 2012

Texas Department of Public Safety  
P. O. Box 4087  
Austin, Texas 78773-0001

RE: Interlocal Cooperation Contract #23940316

Dear Mr. McCraw,

Enclosed please find the contract between Fisher County and the Texas Department of Public Safety. It has been filled out, signed and dated. If you have any questions, please call my office.

Sincerely,



Marshal Bennett  
County Judge

2:13-cv-193  
09/02/2014

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## INTERLOCAL COOPERATION CONTRACT

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THIS INTERLOCAL COOPERATION CONTRACT ("CONTRACT") is made and entered into in accordance with Chapter 791 of the Texas Government Code and by and between Texas Department of Public Safety ("TXDPS") (acting by and through Valerie Fulmer, Assistant Director, Administration) and Marshal Bennett (acting by and through Fisher) ("County").

The purpose of this Contract is to allow TXDPS the exclusive use of the property together with the non-exclusive use of Office Space owned by the Fisher County for a scheduled Driver License Office to provide driver license services located at 112 N. Concho in Fisher County, Texas ("Premises").

The County will provide TXDPS the following items for the purpose of a scheduled Driver License Office:

- Lockable, exclusive use, Americans with Disabilities Act (ADA) compliant room (see attached preferred office layout)
- Preferred minimum office size to be 11 x 13
- At least 2 double electrical outlets (four plugs)
- Ability to support a minimum current draw of 12 amps to support DPS equipment
- Access to bathrooms during set business hours
- Permission to install 1 Security Camera
- Phone
- 2 High speed ISP Internet connections (T1 or DSL)
- Paid utilities
- Sufficient parking to accommodate Driver License employee and customers

TXDPS will provide for the purpose of a scheduled Driver License Office:

- 1 TXDPS employee during set business hours
- Required signage for office space
- 1 Router
- 1 15 amp surge protector power strip
- 1 30" x 60" office desk with locking drawers
- 1 18" x 60" utility table
- 1 24" x 36" utility table
- 1 Desk office chair
- 1 customer chair
- 1 four-drawer lockable filing cabinet
- 1 two-drawer lockable filing cabinet
- 1 paper shredder
- 1 Photo capture device
- 1 Fingerprint capture device
- 1 Signature scanner
- Automated Driver License Testing System/s (ADLTS) based on customer volume
- 1 High-powered USB hub

- 1 Laptop computer
- 1 Extension cord
- 1 Mouse
- 1 Desktop printer
- 1 Document scanner
- 1 Eye testing device
- 1 Passport scanner

#### Office Schedule

TXDPS reserves the right to set and adjust the following office schedule based on customer demand.

The schedule for this office will be:

- 9:00 a.m. to 4:00 p.m.
- Every Wednesday (excluding holidays)

Driver license services will be provided when the office temperature range is within acceptable safety standards or when no other conditions make it unsafe for the TXDPS employee to operate the scheduled Driver License office out of the Premises.

TXDPS retains the right to temporarily dismantle the scheduled Driver License office during times of disaster to provide support to those areas requiring driver license services as a result of the disaster.

#### Contract Terms

1. This Contract shall become effective on the date it is signed by the last of the two Parties to this contract. The initial term of the contract shall last for a period of two (2) years ("Term"). Upon mutual written agreement between the Parties, the Parties may renew this contract (in whole or in part and under the same terms and conditions) up to multiple, two (2) year periods.
2. Either Party may cancel this Contract for any reason upon forty-five (45) days written notice to the other party.
3. TXDPS may use the Premises and the improvements thereon solely for TXDPS Driver License related functions. However, TXDPS shall not sublease or assign its use of the Premises.
4. TXDPS agrees that in exchange for the use and occupancy of the Premises under this Contract to maintain and keep secure said Premises.
5. TXDPS ACKNOWLEDGES THAT Fisher County IS PROVIDING TXDPS WITH THE RIGHT TO USE THE PREMISES "AS IS" WITH ALL FAULTS, INCLUDING BUT NOT LIMITED TO ANY AND ALL UNKNOWN POLLUTANTS, ASBESTOS, UNDERGROUND STORAGE TANKS AND/OR ANY OTHER HAZARDOUS MATERIALS, AND THAT Fisher County HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF SUCH PREMISES. TO THE EXTENT AUTHORIZED BY LAW, TXDPS HEREBY WAIVES ANY AND ALL CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES AND LIENS BASED ON ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF SUITABILITY

FOR A PARTICULAR PURPOSE, ANY AND ALL WARRANTIES OF HABITABILITY, AND ANY OTHER IMPLIED WARRANTIES NOT EXPRESSLY SET FORTH IN THIS CONTRACT. TXDPS ACKNOWLEDGES AND AGREES THAT TXDPS HAS FULLY EXERCISED THE RIGHT TO INSPECT THE PREMISES FOR ANY DEFECTS AS TO THE SUITABILITY OF SUCH PROPERTY FOR THE PURPOSE TO WHICH TXDPS INTENDS TO PUT THE PREMISES. THIS CONTRACT IS SUBJECT TO ALL COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS AND OTHER MATTERS OF RECORD APPLICABLE TO THE PREMISES.

6. Each party to this Contract agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions or omissions occurred. Each party is solely responsible for the actions and/or omissions of its employees, officers and agents. Where injury or property damage result from the joint or concurring acts and/or omissions of the parties, liability, if any, shall be shared by each party in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.
7. This Contract shall be at no charge to TXDPS for the use of the Premises.
8. Upon prior written notification to TXDPS, the County, its employees, agents and/or representatives shall have the right to enter the Premises for various purposes deemed necessary by the County; however, in no event shall the County unreasonably interfere with the use of the Premises by TXDPS.
9. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter within.
10. With the exception of the provisions regarding the office schedule, no modifications, amendments or supplements to, or waivers of, any provision of the Contract shall be valid unless made in writing and executed in the same manner as the Contract. The Parties agree that no oral statements of any person shall be taken to modify the terms of the Contract.
11. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of such Party ("**Force Majeure**"). Force Majeure does not include economic or market conditions, which affect a party's cost, but not its ability to perform. The party invoking Force Majeure shall give prompt, timely and adequate notice to the other party, by facsimile transmission or telephone confirmed promptly thereafter in writing, and shall use due diligence to remedy the event of Force Majeure, as soon as reasonably possible.
12. Venue for a dispute arising from this Contract will be in Austin, Travis County, Texas.



13. To the extent any clause in this contract conflicts with the applicable Texas and/or United States law(s) or regulation(s), such contract clause is void and unenforceable. By executing a contract which contains the conflicting clause(s), TXDPS makes no representations or warranties regarding the enforceability of such clause(s) and TXDPS does not waive the applicable Texas and/or United States law(s) or regulation(s) which conflict with the clause(s).

If one or more clauses in this contract, or the application of any clause to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order from a court of competent jurisdiction, the remainder of this contract and the application of the clause to other parties or circumstances shall remain valid and in full force and effect.

14. All notices between TXDPS and Fisher County shall be given to or made with the parties designated below:

**IF to TXDPS:**

Texas Department of Public Safety, Driver License Division  
Regional Manager

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**IF to Fisher County:**

112 N. Concho

P. O. Box 301

Roby, Texas 79543

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Having agreed to the terms and conditions stated herein, the Parties do hereby execute this contract.

  
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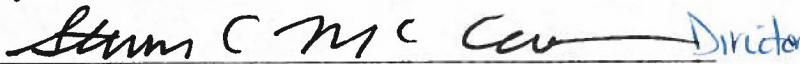
**By:**

Marshal Bennett, County Judge  
**Name & Title**

February 1, 2012  
**Date**

**Texas Department of Public Safety**

**By:**

  
**Name & Title**

12/22/11  
**Date**